



**EQUIPMENT RENTAL AGREEMENT (LEASE)**

THIS AGREEMENT, made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between

\_\_\_\_\_ of \_\_\_\_\_  
 (Print Name) (Print Lessee Address)

hereafter called the Lessee, and Alex Hallam, hereafter called the Lessor.

**Lessee and Lessor, for the consideration hereafter named, agree as follows:**

Under the General Conditions of Lease attached to this sheet, Lessor hereby lease to Lessee all equipment named and identified in the following “List of Equipment,” for use at

\_\_\_\_\_ (Print Address) for the rental rate as specified below and for approximate time as specified below.

**LIST OF EQUIPMENT**

Description of Equipment	Serial/VIN #	Security Deposit	Rental Rate Unit Base (i.e. daily, monthly)	Rental Rate Per Article
Tractor w/ Loader + Backhoe	BX25D s/n13743			

Lessor and Lessee, for themselves, their successors, executors, administrators and assigns, agree to the full performance of the covenants herein contained.

**GENERAL CONDITIONS OF EQUIPMENT RENTAL AGREEMENT (LEASE)**

The conditions of lease here below stated, together with the Trailer Agreement where necessary and/or the Trailer/Backhoe Inspection Checklist set forth and signed, constitute a contract between the parties therein named which contract is hereafter referred to as “this Agreement”.

1) **RENTAL CHARGES.** Lessee shall pay rental for the entire Rental Period on each article of equipment named in the List of Equipment, at the rate therein stipulated and in accordance with the following:

a) Monthly Rental Rates shall not be subject to any deductions on account of any non-working time in the month. The amount of rent payable for any fraction of a month at the beginning or end of the Rental Period shall be the monthly rental rate, prorated according to the number of calendar days in such fraction.

b) Daily Rental Rates shall not be subject to deductions for any non-working time in the day and shall be paid for each calendar day in the month upon which the equipment is not operated.

2) **PAYMENT.** The rent for any and every item of equipment described in the List of Equipment shall be due in full within 10 days after completion date. Lessee shall pay Lessor interest at twenty-four percent (24%) or the highest lawful rate beginning on the 11<sup>th</sup> day of nonpayment. The lessee is responsible for any legal expenses incurred on collection of nonpayment including actual attorneys’ fees and interest due.

3) **SECURITY DEPOSIT.** Any security deposit paid by Lessee to Lessor is paid to guarantee Lessee’s full and faithful performance of all terms, conditions and provisions of this Agreement. If Lessee shall so perform, an equal sum shall be deducted off of the final payment due.

4) **RECALL NOTICE.** Lessor may recall any or all equipment upon 24 hour notice to Lessee.

5) **MAINTENANCE AND OPERATION.** Lessee shall not remove, alter, disfigure or cover up any numbering, lettering, or insignia displayed upon the equipment, and shall see that the equipment is not subjected to careless, unusually or needlessly rough usage; and Lessee shall at his own expense maintain the equipment and its appurtenances in good repair and operative condition, and return it in such condition to Lessor, ordinary wear and tear resulting from proper use thereof alone expected. Lessee is responsible to return the equipment in equal appearance and operation as outlined in the drop-off inspection checklist.

6) **REPAIRS.** The expense of all repairs to damages caused during the Rental Period, including labor, material, parts and other items shall be paid by Lessee. Equipment is to be returned clean. Any excessively dirty equipment will be charged for cleaning to the Lessee at \$65/hr with a 1hr minimum charge.

7) **OPERATORS.** Unless otherwise mutually agreed in writing, Lessee shall supply and pay all operators on the equipment during the Rental Period. All operators shall be competent. Should Lessee furnish any operators or other workmen for the equipment, they shall be employees of Lessee during the Rental Period, and Lessee shall pay them salary or wages and all other applicable costs. Lessee shall provide and pay for all workmen's compensation insurance and pay all payroll taxes required by law and applying to such operators and workman. Any employee operating said equipment within this contract that are not covered by workmen's compensation are the sole responsibility of the Lessee and the Lessor is hereby not responsible or liable for any injury caused during use of equipment specified in this contract. Should it be a homeowner or private rental of above equipment, only the Lessee is authorized to operate the equipment at any given time. Any and all liabilities, harm or damages are the responsibility of the Lessee.

8) **DISCLAIMER OF WARRENTIES.** LESSOR, BEING NEITHER THE MANUFACTURER, NOR A SUPPLIER, NOR A DEALER IN THE EQUIPMENT, MAKES NO WARRENTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, ITS DESIGN, ITS CAPACITY, ITS PERFORMANCE, ITS MATERIAL, ITS WORKMANSHIP, ITS FITNESS FOR ANY PARTICULAR PURPOSE, OR THAT IT WILL MEET THE REQUIREMENTS OF ANY LAWS, RULES, SPECIFICATIONS, OR CONTRACTS WHICH PROVIDE FOR SPECIFIC APPARATUS OR SPECIAL METHODS. LESSOR FURTHER DISCLAIMS ANY LIABILITY WHATSOEVER FOR LOSS, DAMAGE, OR INJURY TO LESSEE OR THIRD PARTIES AS A RESULT OF ANY DEFECTS, LATENT OR OTHERWISE, IN THE EQUIPMENT. AS TO LESSOR, LESSEE LEASES THE EQUIPMENT "AS IS". LESSOR SHALL NOT BE LIABLE IN ANY EVENT TO LESSEE FOR ANY LOSS, DELAY, OR DAMAGE OF ANY KIND OR CHARACTER RESULTING FROM DEFECTS IN, OR INEFFICIENCY OF, EQUIPMENT HEREBY LEASED OR ACCIDENTAL BREAKAGE THEREOF.

9) **INDEMNITY.** Lessee shall indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including attorneys fees, arising out of, connected with, or resulting from the equipment or the Lease, including without limitation, the manufacture, selection, delivery, leasing, renting, control, possession, use, operation, maintenance or return of the equipment. Lessee shall further indemnify Lessor, and hold Lessor harmless from all loss and damage to the equipment during the rental period. Lessee recognizes and agrees that included in this indemnity clause, but not by way of limitation, is Lessee's assumption of any and all liability for injury: disability and death of workmen and other persons caused by the operation, use, control, handling, or transportation of the equipment during the Rental Period.

10) **RISK OF LOSS.** Lessor shall not be responsible for loss or damage to property, material, or equipment belonging to Lessee, its agents, employees, suppliers, or anyone directly or indirectly employed by Lessee while said material property, or equipment is in Lessor's care, custody, control or under Lessor's physical control. Lessee is encouraged to obtain appropriate equipment, material, or installation floater insurance against such risk of loss. Lessee and its insurers waive all rights of subrogation against Lessor for such losses.

11) **INSPECTION: CONCLUSIVE PRESUMPTIONS.** Lessee shall inspect the equipment upon accepting delivery using the Lessor's Equipment Checklist. Unless Lessee within said period of time gives written notice to Lessor, specifying any defect in or other proper objection to the equipment, Lessee agrees that it shall be conclusively presumed, as between Lessor and Lessee, that Lessee has fully inspected and acknowledged that the equipment is in full compliance with the terms of this agreement, in good condition and repair, and that Lessee is satisfied with and has accepted the equipment in such good condition and repair. Lessor shall have the right at any

time to enter the premises occupied by the equipment and shall be given free access thereto and afforded necessary facilities for the purpose of inspection.

12) **OWNERSHIP.** Lessor shall at all times retain ownership and title of the equipment.

13) **NO SUBLETTING ASSIGNMENT.** No equipment shall be sublet by Lessee, nor shall he assign or transfer any interest in this Agreement without written consent of Lessor.

**14) AT NO TIME WILL THE EQUIPMENT BE TRANSPORTED OR TOWED FROM THE ORIGINAL OPERATING PROPERTY AS SPECIFIED ABOVE UNLESS AGREED TO BY WRITTEN PERMISSION IN THE SPACING BELOW.**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Lessee Initials)

\_\_\_\_\_  
(Lessor Initials)

**16) ANY DAMAGES OR FINES ARE THE RESPONSIBILITY OF THE LESSEE. THE LESSEE IS RESPONSIBLE TO ADHERE TO TOWING RESTRICTIONS AND LAWS IF AND ONLY WHEN GIVEN PERMISSION TO TOW OR TRANSPORT THE EQUIPMENT.**

17) **EXPENSES.** Lessee shall pay Lessor all costs and expenses, including attorneys' fees, incurred by Lessor in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions, or provisions hereof.

18) **ENTIRE AGREEMENT.** This instrument as well as the Backhoe/Trailer Inspection Checklist where necessary constitutes the entire agreement between Lessor and Lessee; and it shall not be amended, altered or changed except by a written agreement signed by the parties hereto.

\_\_\_\_\_  
Lessee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lessor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lessee Drivers License # \_\_\_\_\_

\_\_\_\_\_  
Lessee Credit Card # \_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_  
Expiry Date

\_\_\_\_\_  
CV Code

\_\_\_\_\_  
Billing Postal Code